

PROJECT MANUAL
INCLUDING CONTRACT and SPECIFICATIONS
for the
STRUCTURAL IMPROVEMENTS AND RE-ROOFING
at
EDMUNDS CONSOLIDATED SCHOOL
Edmunds Township, Maine

Prepared By:
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And

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July 18, 2016

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00 11 13
Notice to Contractors

**Structural Improvements and Reroofing at Edmunds Consolidated School, Edmunds Township,
Maine**

Replacement of the shingled, EPDM, and standing seam metal roofs and installation of structural roof reinforcements..

The cost of the work is approximately \$ 240,000.00. The work to be performed under this contract shall be completed on or before *1 May 2017*.

1. Sealed Contractor bids for the project noted above, in envelopes plainly marked "Bid for *Structural Improvements and Reroofing at Edmunds Consolidated School in Edmunds Township, Maine*" and addressed to:

*Valerie Chiang
Department of Education
5th Floor, Cross State Office Building, 111 Sewall Street
23 State House Station
Augusta, Maine 04333-0077*

will be opened and read aloud at *the address shown above* at **2:00 p.m.** on **August 4, 2016**. Bids submitted after the noted time will not be considered and will be returned unopened.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is required* on this project.
The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner.
4. Performance and Payment Bonds *are required* on this project.
The selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work.
5. Filed Sub-bids *are not required* on this project.
6. There *are no* Pre-qualified General Contractors on this project.
The Pre-qualified General Contractors are listed below.

00 11 13
Notice to Contractors

7. An on-site pre-bid conference *will* be conducted for this project.
The pre-bid conference is *mandatory* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave the meeting early may be prohibited from participating in this meeting and bidding. *The pre-bid conference will convene on July 26, 2016 at 11:00 AM at Edmunds Consolidated School, Harrison Road, Edmunds Township, Maine.*

8. Bid Documents - full sets only - will be available on or about *July 13, 2016* and may be purchased \$40.00 from:
Lincoln/Haney Engineering Associates, Inc.
6 Federal Street
Brunswick, Maine 04011
207-729-1061 mail@lincolnhaney.com

9. Bid Documents may be examined at:

<i>AGC Maine</i> <i>188 Whitten Road</i> <i>Augusta, ME 04332</i> <i>Phone 207-622-4741 Fax 207-622-1625</i>	<i>Construction Summary</i> <i>734 Chestnut Street</i> <i>Manchester, NH 03104</i> <i>Phone 603-627-8856 Fax 603-627-4524</i>
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00 21 13
Instructions to Bidders

1. Bidder Requirements

- 1.1 A bidder is a Contractor who is qualified, or has been specifically pre-qualified by the Bureau of General Services, to bid on the proposed project described in the Bid Documents.
- 1.2 Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.
- 1.3 Contractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.
- 1.4 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.
- 1.5 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.
- 1.6 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.
- 1.7 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.

2. Authority of Owner

- 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
- 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the sum of the lowest acceptable bid plus any Alternate Bids the Owner elects to include.
- 2.3 The Owner is exempt from the payment of Federal Excise Taxes and Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes on items "...physically incorporated in real property ...". The bidder shall not include these taxes in their bid. See Section 00 72 13 for additional information.

00 21 13
Instructions to Bidders

3. Submitting Bids and Bid Requirements

- 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
- 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid opening date and time.
- 3.3 A bid that contains an escalation clause is considered invalid.
- 3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
- 3.5 Bidders shall include the cost of Performance and Payment Bonds in the bid amount if the bid amount will result in a construction contract value over \$125,000, inclusive of alternate bids that may be awarded in the contract. Pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3, the selected Contractor is required to provide these bonds before a contract can be executed. The form of bonds are shown in section 00 61 13.13 and 00 61 13.16.
- 3.6 Bidders may modify bids in writing prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders shall acknowledge on the bid form all Addenda issued in a timely manner. The Architect shall not issue Addenda affecting bidders less than 72 hours prior to the bid closing time. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.
- 3.9 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.10 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.

**00 41 13
Contractor Bid Form**

**Structural Improvements and Reroofing at Edmunds Consolidated School in Edmunds Township,
Maine**

To: *Valerie Chiang*
Department of Education
5th Floor, Cross State Office Building, 111 Sewall Street
23 State House Station
Augusta, Maine 04333-0077

The undersigned, or "Bidder", having carefully examined the form of contract, general conditions, specifications and drawings dated July 18, 2016, prepared by Lincoln/Haney Engineering Associates, Inc. and Independent Roof Services for Structural Improvements and Reroofing at Edmunds Consolidated School in Edmunds Township, Maine, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the Base Bid amount of:

_____ Dollars
\$ _____

Allowances *are not included* on this project.

1. Alternate bids *are not included* on this project.

2. The Bidder acknowledges receipt of the following addenda to the specifications and drawings:

Addendum No. ____ Dated: _____
Addendum No. ____ Dated: _____

3. Bid security *is required* on this project.
The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

4. Filed Sub-bids *are not required* on this project.
The bid amount includes the following Filed Sub-bids which were submitted to the Bidder and to the Maine Construction Bid Depository.

**00 41 13
Contractor Bid Form**

**Structural Improvements and Reroofing at Edmunds Consolidated School in Edmunds Township,
Maine**

5. The Bidder agrees, if this bid is accepted by the Owner, to sign the designated Owner-Contractor contract and deliver it, with any and all bonds and affidavits of insurance specified in the Bid Documents, within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the day following the holiday or other closure day, Saturday or Sunday.

As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

6. This bid is hereby submitted by:

Signature: _____

Printed name and
title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of
incorporation,
if a corporation: _____

List of all partners,
if a partnership: _____

00 43 13
Contractor Bid Bond

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of *five percent of the bid amount*, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this insert day, i.e.: 8th day of select month, select year, which is the same date as that of the bid due date.

The condition of the above obligation is such that whereas the principal has submitted to the Owner, or State of Maine, to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of insert name of project as designated in the contract documents

Now therefore:

If said bid shall be rejected, or, in the alternate,

If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

**00 43 13
Contractor Bid Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this *insert day, i.e.: 8th* day of *select month, select year*, which is the same date as that of the bid due date.

Contractor

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

Surety

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

AdvantageME:
Appropriation No: _____

STATE OF MAINE
Bureau of General Services
CONSTRUCTION CONTRACT

THIS AGREEMENT made the date day of month in the year 2016 by and between the State of Maine through the Department name hereinafter called the *Owner* and Contractor company name hereinafter called the *Contractor*.

BGS Project No.: 2672
Other Project No.: _____

The *Owner* and the *Contractor* for the consideration hereinafter named agree as follows:

ARTICLE 1 SCOPE OF WORK

§ 1.1 The *Contractor* shall furnish all of the materials and perform all the work described in the specifications and shown on the drawings for the project entitled: *Structural Improvements and Reroofing at Edmunds Consolidated School in Connor Township, Maine.*

§ 1.2 The specifications and the drawings have been prepared by *Lincoln/Haney Engineering Associates, Inc. and Independent Roof Services,* acting as Designer and named in the documents as the Architect or Engineer. This firm has responsibilities for defining the scope of work governed by their agreement with the *Owner*, the specifications and the drawings, and the General Conditions and Special Provisions of the contract.

ARTICLE 2 COMPLETION DATE

§ 2.1 The work to be performed under this contract shall be completed on or before *May 1, 2017.* For each calendar day the project remains uncompleted *\$200..00* shall be charged as liquidated damages.

ARTICLE 3 CONTRACT SUM

§ 3.1 The *Owner* shall pay the *Contractor* for the performance of the contract, subject to additions and deductions provided by approved Change Orders in current funds as follows: *amount in words* dollars and *00*cents, *\$0.00*

ARTICLE 4 CONTRACT BONDS

§ 4.1 Contract bonds are not required if the contract amount is less than \$125,000 unless bonds are specifically mandated by the contract documents.

§ 4.2 On this project, the *Contractor* *shall* furnish the *Owner* the appropriate contract bonds in the amount of 100% of the contract amount.

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 The *Owner* shall make payments on account of the contract as provided therein as follows: Each month 95% of the value, based on contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as certified by the Architect or Engineer.

§ 5.2 The *Owner* may cause the *Contractor* to be paid such portion of the amount retained hereunder as he deems advisable.

ARTICLE 6 FINAL PAYMENT

§ 6.1 Final payment shall be due 30 days after completion and acceptance of the work, provided the *Contractor* has submitted evidence satisfactory to the *Owner* that all payrolls, material bills and other indebtedness connected with the work has been paid.

ARTICLE 7 CONTRACT DOCUMENTS

§ 7.1 The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract; they are as fully a part of the contract as if hereto attached or herein repeated.

§ 7.2 Specifications: *date of issuance*

§ 7.3 Drawings: *each sheet number and title*

§ 7.4 Addenda: *each addenda number and date, or "none"*

ARTICLE 8 OTHER PROVISIONS

§ 8.1 *There are no other provisions*

00 61 13.13
Contractor Performance Bond

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of the Contract Price \$ insert the Contract Price in numbers for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly and faithfully perform the contract entered into this insert day, i.e.: 8th day of select month, select year, which is the same date as that of the construction contract, for the construction of insert name of project as designated in the contract documents, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

**00 61 13.13
Contractor Performance Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this *insert day, i.e.: 8th* day of *select month, select year*, which is the same date as that of the construction contract.

Contractor

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

Surety

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

00 61 13.16
Contractor Payment Bond

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of the Contract Price \$ insert the Contract Price in numbers for the use and benefit of claimants, defined as an entity having a contract with the principal or with a subcontractor of the principal for labor, materials, or both labor and materials, used or reasonably required for use in the performance of the contract, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this insert day, i.e.: 8th day of select month, select year, which is the same date as that of the construction contract, for the construction of insert name of project as designated in the contract documents, and shall fully reimburse the obligee for all outlay and expense with said obligee may incur in making good any default of said principal, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

**00 61 13.16
Contractor Payment Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this *insert day, i.e.: 8th* day of *select month, select year*, which is the same date as that of the construction contract.

Contractor

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

Surety

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

00 72 13
General Conditions

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00 72 13
General Conditions

1. Preconstruction Conference

- 1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Architect. The purpose of this conference is to:
- a) introduce all parties who have a significant role in the Project, including:
 - Owner (State Agency)
 - Bureau of General Services (BGS)
 - Architect
 - Consultants
 - Clerk-of-the-works
 - Contractor (GC)
 - Superintendent
 - Subcontractors
 - Other State agencies
 - Owner's Representative
 - Construction testing company
 - Commissioning agent
 - Special Inspections agent;
 - b) review the responsibilities of each party;
 - c) review any previously-identified special provisions of the Project;
 - d) review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Architect;
 - e) review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Architect;
 - f) establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;
 - g) discuss jobsite issues;
 - h) discuss Project close-out procedures;
 - i) provide an opportunity for clarification of Contract Documents before work begins;
 - j) schedule regular meetings at appropriate intervals for the review of the progress of the Work.

2. Intent and Correlation of Contract Documents

- 2.1 The intent of the Contract Documents is to describe the complete Project. The Contract Documents consist of various components; each component complements the others. What is shown as a requirement by any one component shall be inferred as a requirement on all corresponding components.
- 2.2 The Contractor shall furnish all labor, equipment and materials, tools, transportation, insurance, services, supplies, operations and methods necessary for, and reasonably incidental to, the construction and completion of the Project. Any work that deviates from the Contract Documents which appears to be required by the exigencies of construction or by inconsistencies in the Contract Documents, will be determined by the Architect and authorized in writing by the Architect, Owner and the Bureau prior to execution. The Contractor shall be responsible for requesting clarifying information where the intent of the Contract Documents is uncertain.
- 2.3 The Contractor shall not utilize any apparent error or omission in the Contract Documents to the disadvantage of the Owner. The Contractor shall promptly notify the Architect in writing of such

00 72 13
General Conditions

errors or omissions. The Architect shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.

3. Additional Drawings and Specifications

- 3.1 The Owner shall provide to the Contractor, at no additional expense to the Contractor, a reasonable quantity of additional Drawings and Specifications for the execution of the Work.
- 3.2 The Architect shall promptly furnish additional revised Drawings and Specifications that are created due to corrections or clarifications made by the Architect. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.

4. Record of Documents

- 4.1 The Contractor shall maintain one complete set of Contract Documents on the jobsite, in good order and current status, for access by the Owner and Architect.
- 4.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Architectural Supplemental Instructions, Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Architect.

5. Ownership of Contract Documents

- 5.1 The designs represented on the Contract Documents are the property of the Architect. The Drawings and Specifications shall not be used on other work without consent of the Architect.

6. Shop Drawings

- 6.1 The Contractor shall administer Shop Drawings prepared by the Contractor, Subcontractors, suppliers or others to conform to the approved Schedule of the Work. The Contractor shall verify all field measurements, check and authorize all Shop Drawings and schedules required by the Work. The Contractor is the responsible party and contact for the Contractor's work as well as that of Subcontractors, suppliers or others who provide Shop Drawings.
- 6.2 The Architect shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.
- 6.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.

00 72 13
General Conditions

6.4 The Contractor shall make any corrections required by the Architect, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Architect shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Architect at the time of submission and secured the Architect's written approval. The acceptance of Shop Drawings or schedules by the Architect does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

7. Samples

7.1 The Contractor shall furnish for approval, with reasonable promptness, all samples as directed by the Architect. The Architect shall review and approve such samples, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents. The subsequent work shall be in accord with the approved samples.

8. Substitutions

8.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term "or approved equal" shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.

8.2 The Contractor may submit detailed information about a proposed substitution to the Architect for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Architect. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.

8.3 The Architect may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source of the information, the considerations of minimum standards described above, or other considerations. The Architect should briefly state the rationale for the decision. The decision shall be considered final.

8.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

9. Patents and Royalties

9.1 The Contractor shall, for all time, secure for the Owner the free and undisputed right to the use of any patented articles or methods used in the Work. The expense of defending any suits for infringement or alleged infringement of such patents shall be borne by the Contractor. Awards

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made regarding patent suits shall be paid by the Contractor. The Contractor shall hold the Owner harmless regarding patent suits that may arise due to installations made by the Contractor, and to any awards made as a result of such suits.

- 9.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

10. Surveys, Layout of Work

- 10.1 The Owner shall furnish all property surveys unless otherwise specified.
- 10.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.
- 10.3 The Contractor shall lay out all work from dimensions given on the Drawings. The Contractor shall take measurements and verify dimensions of any existing work that affects the Work or to which the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Architect prior to commencing work.

11. Permits, Laws, and Regulations

- 11.1 The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.
- 11.2 The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 11.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 11.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.
- 11.5 The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.
- 11.6 The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Architect in writing. Any necessary changes

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shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.

- 11.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.

12. Taxes

- 12.1 The Owner is exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes. Pricing in all Change Order Proposals from the Contractor and Subcontractors shall not include these taxes.
- 12.2 Maine statute (36 M.R.S.A. §1760) allows "...an exemption from sales and use tax on items which will be physically incorporated in real property of an exempt organization. This exemption only applies to lumber, hardware, doors and windows, nails, insulation and other building materials actually affixed to realty. Tools, wearing apparel, consumable supplies, machinery and equipment used by the Contractor are taxable even if purchased specifically for the exempt job."
- 12.3 The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S.A. §1760 and detailed in Rule 302 (18-125 CMR 302).

13. Labor and Wages

- 13.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.
- 13.2 The Architect shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of \$50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.
- 13.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.
- 13.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.
- 13.5 The Contractor shall conform to Maine statute by providing to the Owner a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.

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- 13.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.
- 13.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.
- 13.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.

14. Insurance Requirements

- 14.1 The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this article and such insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to commence work on a subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.
- 14.2 The Owner does not warrant or represent that the insurance required under this paragraph constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor and Subcontractors of every tier shall satisfy themselves as to the existence, extent and adequacy of insurance prior to commencement of work.
- 14.3 The Contractor and any Subcontractor shall procure and maintain for the duration of the Project insurance of the types and limits set forth under this paragraph and such insurance as will protect themselves from claims which may arise out of or result from the Contractor's or Subcontractor's execution of the work, whether such execution be by themselves or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The insurance coverage provided by the Contractor and any Subcontractor will be primary coverage.

14.4 Workers' Compensation Insurance

Worker's Compensation insurance for all employees on site in accordance with the requirements of the Workers' Compensation law of the State of Maine.

Minimum acceptable limits for Employer's Liability are:

Bodily Injury by Accident	\$500,000
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit

14.5 Liability Insurance

a) General Liability Insurance

General liability insurance shall be on a form providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. It shall include collapse and underground coverage - as well as

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explosion coverage if explosion hazards exist. Aggregate limits shall apply on a per location or project basis.

Minimum acceptable limits are:

General aggregate limit	\$2,000,000
Products and completed operations aggregate.....	\$1,000,000
Each occurrence limit	\$1,000,000
Personal injury aggregate	\$1,000,000

b) Automobile Liability Insurance

Automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers.

Minimum acceptable limit is:

Any one accident or loss	\$1,000,000
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c) Owners Protective Liability Insurance

For Contracts exceeding \$50,000 in total Contract amount, Contractor shall secure an Owners Protective Liability policy naming the Owner as the Named Insured.

Minimum acceptable limits are:

General aggregate limit	\$2,000,000
Each occurrence limit	\$1,000,000

d) Pollution Liability Insurance

In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of contaminated or hazardous material is required, the Contractor or its Subcontractor shall secure a pollution liability policy in addition to any other coverages contained in this section. The insurance shall be provided on an occurrence based policy and shall remain in effect for the duration of the Project.

Minimum acceptable limit is:

Each occurrence limit	\$1,000,000
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14.6 Property Insurance

a) New Construction

The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

b) Renovations within or Additions to Existing State Owned Buildings

Insurance shall be provided by the Owner. The State shall notify Maine Risk Management Division concerning the Project and shall provide the dollar value of the Project and the name of the Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Covered causes of loss form shall be Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage. Theft coverage is not included. Exclusions common to commercial property policies are applicable. The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by

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the Contractor and at Contractor expense. A certificate of insurance will be furnished to the Contractor upon request.

- 14.7 The Contractor shall provide four original copies of all certificates of insurance in a form, and issued by, companies acceptable to the Owner prior to commencement of work. The certificates shall name as certificate holder the State of Maine, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077. The certificates shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least thirty (30) calendar days prior written notice by registered letter has been given to the Owner.

15. Contract Bonds

- 15.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be executed on the forms furnished in the Bid Documents. The bonds shall allow for any addition or deductions of the contract.
- 15.2 The contract bonds shall continue in effect for one year after final acceptance of the contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims for the payment of all bills for labor, materials and equipment by the Contractor.

16. Allowances

- 16.1 The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.
- 16.2 The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

17. Assignment of Contract

- 17.1 The Contractor shall not assign or sublet the contract as a whole without the written consent of the Owner. The Contractor shall not assign any money due to the Contractor without the written consent of the Owner.

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18. Separate Contracts

- 18.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.
- 18.2 The Contractor shall promptly report to the Architect and Owner any apparent deficiencies in work of the Owner's other contractors that impacts the proper execution or results of the Contractor. The Contractor's failure to observe or report any deficiencies constitutes an acceptance of the Owner's other contractors work as suitable for the interface of the Contractor's work, except for latent deficiencies in the Owner's other contractors work.
- 18.3 Similarly, the Contractor shall promptly report to the Architect and Owner any apparent deficiencies in their own work that would impact the proper execution or results of the Owner's other contractors.
- 18.4 The Contractor shall report to the Architect and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.
- 18.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

19. Subcontracts

- 19.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.
- 19.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Architect and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.
- 19.3 The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the resulting work will not comply with the Contract Documents.
- 19.4 The Contractor, not the Owner, is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.
- 19.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.

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20. Contractor-Subcontractor Relationship

- 20.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
- 20.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed by the Subcontractor, the dollar amount allowed to the Contractor at the time each Contractor's Requisition for Payment is approved by the Owner.
- 20.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.
- 20.4 The Contractor shall pay the Subcontractor on demand for subcontract work or materials as far as executed and fixed in place, less retainage, at the time the Contractor's Requisition for Payment is approved by the Owner, even if the Architect fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.
- 20.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.
- 20.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 20.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- 20.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 20.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 20.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 20.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Architect's instructions.

21. Supervision of the Work

- 21.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.

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- 21.2 The superintendent represents the Contractor on the jobsite. Directives given by the Architect or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Architect and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 21.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Architect. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Architect that was not revealed by the superintendent in a timely way.

22. Observation of the Work

- 22.1 The Contractor shall allow the Owner, the Architect and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.
- 22.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 22.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Architect.
- 22.4 The Architect shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Architect, the Contractor shall notify the Architect of the construction schedule in this regard. Work concealed or buried prior to the Architect's approval may need to be uncovered at the Contractor's expense.
- 22.5 The Architect may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.
- 22.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Architect as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.

23. Architect's Status

- 23.1 The Architect represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Architect has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the

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Contractor. The Architect has authority to stop the work whenever such an action is necessary, in the Architect's reasonable opinion, to ensure the proper execution of the contract.

- 23.2 The Architect is the interpreter of the conditions of the contract and the judge of its performance. The Architect shall favor neither the Owner nor the Contractor, but shall use the Architect's powers under the contract to enforce faithful performance by both parties.
- 23.3 In the event of the termination of the Architect's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Architect relative to this contract shall be that of the former Architect.

24. Management of the Premises

- 24.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Architect's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 24.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 24.3 The Contractor shall enforce the Architect's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.
- 24.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

25. Safety and Security of the Premises

- 25.1 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
- 25.2 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
- 25.3 The Contractor shall designate, and make known to the Architect and the Owner, a safety officer whose duty is the prevention of accidents on the site.
- 25.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.

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- 25.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 25.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 25.7 Damage to the Work, including that which is reasonably protected, shall be repaired or replaced at the expense of the party who caused the damage.
- 25.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Architect may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 25.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Architect must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 25.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.
- 25.11 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.

26. Changes in the Work

- 26.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.
- 26.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.
- 26.3 The Architect shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.
- 26.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Architect. Work thus completed by the Contractor constitutes the basis for

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a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.

- 26.5 The method of determining the dollar value of extra work shall be by:
- a) an estimate of the Contractor accepted by Owner as a lump sum, or
 - b) unit prices named in the contract or subsequently agreed upon, or
 - c) cost plus a designated percentage, or
 - d) cost plus a fixed fee.
- 26.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods using the following rates. The rates include all overhead and profit expenses.
- a) Contractor - for any work performed by the Contractor's own forces, 20% of the cost;
 - b) Subcontractor - for work performed by Subcontractor's own forces, 20% of the cost;
 - c) Contractor - for work performed by Contractor's Subcontractor, 10% of the amount due the Subcontractor.
- 26.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Architect shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Architect's certificate.
- 26.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.
- 26.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 26.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 26.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 26.12 The Architect may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 26.13 The Contractor shall immediately give written notification to the Architect of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Architect. The Architect shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any

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unnecessary delay of the Work. The Architect shall determine if the discovered conditions warrant a Change Order.

- 26.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Architect if the Contractor claims that instructions by the Architect will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Architect shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Architect shall determine if the Contractor's claim warrants a Change Order.

27. Correction of the Work

- 27.1 The Contractor shall promptly remove from the premises all work the Architect declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.
- 27.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Architect. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.
- 27.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Architect. The Architect shall determine the status of all claimed defects.
- 27.4 The Architect may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.

28. Owner's Right to do Work

- 28.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Architect approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.
- 28.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.

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29. Termination of Contract and Stop Work Action

- 29.1 The Owner may, owing to a certificate of the Architect indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes: if the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed due to the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or if the Contractor fails to make prompt payment to Subcontractors or material or labor suppliers, or if the Contractor persistently disregards laws, ordinances or the instructions of the Architect, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.
- 29.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Architect shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.
- 29.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Architect, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.
- 29.4 The Contractor may, if the Architect fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Architect, with seven days written notice to the Owner and the Architect, stop the Work or terminate this Contract.

30. Delays and Extension of Time

- 30.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Architect, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Architect shall determine the status of all claimed causes.
- 30.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Architect. In case of a continuing cause of delay, only one claim is necessary.

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- 30.3 The contract shall not be extended due to failure of the Architect to furnish drawings if no schedule or agreement is made between the Contractor and the Architect indicating the dates which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.
- 30.4 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Document.

31. Payments to the Contractor

- 31.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Architect. The Architect may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.
- 31.2 The Contractor shall submit an application for each payment (“Requisition for Payment”) on a form approved by the Owner and Architect. The Architect may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.
- 31.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.
- 31.4 The Architect shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Architect may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner’s interests prior to payments being certified.
- 31.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.
- 31.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner’s interests. The Architect shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.
- 31.7 Subcontractors may request, and shall receive from the Architect, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.
- 31.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does

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not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

- 31.9 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this “retainage” to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (M.R.S.A. 5, Section 1746).

32. Payments Withheld

- 32.1 The Architect may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:
- a) defective work not remedied;
 - b) claims filed or reasonable evidence indicating probable filing of claims;
 - c) failure to make payments properly to Subcontractors or suppliers;
 - d) a reasonable doubt that the contract can be completed for the balance then unpaid;
 - e) liability for damage to another contractor.

The Owner shall make payment to the Contractor, in the amount withheld, when the above circumstances are removed.

33. Liens

- 33.1 The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.
- 33.2 In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney’s fees.

34. Indemnification

- 34.1 The Contractor shall indemnify and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, liabilities and costs, including reasonable attorney's fees, for any or all injuries to persons, property or claims for money damages arising from the negligent

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acts or omissions of the Contractor, its employees or agents, officers or subcontractors in the performance of work under this Agreement.

35. Workmanship

- 35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Architect's decision on the quality of work shall be final.
- 35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.
- 35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Architect may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Architect at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Architect, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Architect shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Architect regarding the required request for information.
- 35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a Certificate of Substantial Completion.

36. Close-out of the Work

- 36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces "broom clean" unless a more exactly cleaning is specified. The Contractor shall wash all windows and glass immediately prior to the final inspection, unless otherwise directed.
- 36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Architect, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.
- 36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, generally called the "punch list", to be corrected by the Contractor. The Architect shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Architect, and Contractor.

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General Conditions

- 36.4 The Contractor shall not call for final inspection of any portion of the Work that is not complete and permanent installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
- 36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.

37. Date of Completion and Liquidated Damages

- 37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.
- 37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Architect if the Contractor fails to make notification of project delays.
- 37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad weather. The Contractor shall not file delay claims to recover alleged damages on work the Architect determines has followed the expected rate of progress.
- 37.4 The Architect shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor's control.
- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

<u>If the original contract amount is:</u>	<u>The per day Liquidated Damages shall be:</u>
More than \$100,000 and less than \$2,000,000.....	\$750
More than \$2,000,000 and less than \$10,000,000.....	\$1,500
More than \$10,000,000	\$1,500 plus \$250 for each \$2,000,000 over \$10,000,000

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General Conditions

38. Dispute Resolution

38.1 Mediation

- a) In the event of a dispute between the parties which arises under this Agreement in which the dispute cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties.
- b) Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.
- c) In any mediation between the Owner and the Architect, the Owner has the right to consolidate related claims between Owner and Contractor.

38.2 Arbitration

- a) If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (“MUAA”), except as otherwise provided in this section.
- b) The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.
- c) The costs of the arbitration, including the arbitrators’ fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.
- d) In any arbitration between the Owner and the Architect, the Owner has the right to consolidate related claims between Owner and Contractor.

00 73 46
Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

1.2 Summary

- A. This Section includes the wage determination requirements for Contractors as issued by the State of Maine Department of Labor Bureau of Labor Standards or the United States Department of Labor.

1.3 Requirements

- A. Conform to the wage determination schedule for this project which is shown on the following page.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

00 73 46
Wage Determination Schedule

THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE

State of Maine
Department of Labor
Bureau of Labor Standards
Wage and Hour Division
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project -----Edmunds Consolidated School-Structural Improvements and Reroofing, Repairs

Location of Project --Edmunds Township, Washington County

2016 Fair Minimum Wage Rates
Building 2 Washington County
(other than 1 or 2 family homes)

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asbestos/Lead Removal Worker	\$13.00	\$0.62	\$13.62	Insulation Installer	\$19.25	\$2.33	\$21.58
Assembler - Metal Building	\$13.63	\$3.38	\$17.01	Ironworker - Reinforcing	\$21.00	\$6.80	\$27.80
Boom Truck (Truck Crane) Operator	\$21.00	\$2.85	\$23.85	Ironworker - Structural	\$25.00	\$20.52	\$45.52
Bricklayer	\$23.00	\$1.25	\$24.25	Laborers (Incl. Helpers & Tenders)	\$18.50	\$0.40	\$13.90
Bulldozer Operator	\$17.43	\$3.24	\$20.67	Laborers - Skilled	\$16.15	\$0.85	\$17.00
Carpenter	\$19.00	\$2.17	\$21.17	Loader Operator - Front End	\$17.21	\$2.66	\$19.87
Carpenter - Acoustical	\$15.00	\$2.68	\$17.68	Mechanic - Maintenance	\$20.25	\$2.79	\$23.04
Carpenter - Rough	\$18.00	\$0.11	\$18.11	Mechanic - Refrigeration	\$22.50	\$3.80	\$26.30
Cement Mason/Finisher	\$16.75	\$1.51	\$18.26	Millwright	\$29.95	\$19.19	\$49.14
Communication Equipment Installer	\$23.06	\$11.89	\$34.95	Oil/Fuel Burner Servicer & Installer	\$24.22	\$5.94	\$30.16
Concrete Pump Operator	\$24.25	\$5.40	\$29.65	Painter	\$18.00	\$0.00	\$18.00
Crane Operator <15 Tons	\$21.25	\$2.58	\$23.83	Paperhanger	\$17.00	\$3.16	\$20.16
Crane Operator >=15 Tons	\$24.50	\$6.61	\$31.11	Pipe/Steam/Sprinkler Fitter	\$26.25	\$13.84	\$40.09
Crusher Plant Operator	\$15.80	\$3.76	\$19.56	Pipe Layer	\$19.33	\$2.37	\$21.70
Dry-Wall Applicator	\$18.00	\$2.63	\$20.63	Plasterer	\$43.93	\$27.43	\$71.36
Dry-Wall Taper & Finisher	\$20.00	\$0.99	\$20.99	Plumber (Licensed)	\$23.75	\$3.16	\$26.91
Electrician - Licensed	\$24.63	\$4.65	\$29.28	Plumber Helper/Trainee (Licensed)	\$17.45	\$2.48	\$19.93
Electrician Helper/Cable Puller (Licensed)	\$16.00	\$2.29	\$18.29	Propane & Natural Gas Service & Inst.	\$21.00	\$3.87	\$24.87
Elevator Construction/Installer	\$53.30	\$26.30	\$79.60	Roofer	\$15.00	\$1.15	\$16.15
Excavator Operator	\$19.06	\$2.44	\$21.50	Sheet Metal Worker	\$17.30	\$3.16	\$20.46
Fence Setter	\$15.25	\$1.32	\$16.57	Sider	\$22.75	\$4.33	\$27.08
Flagger	\$16.70	\$7.95	\$24.65	Stone Mason	\$17.80	\$0.00	\$17.80
Floor Layer	\$19.50	\$4.51	\$24.01	Tile Setter	\$21.25	\$4.76	\$26.01
Furniture Installer/Assembler	\$13.75	\$0.85	\$14.60	Truck Driver - Light	\$15.00	\$0.99	\$15.99
Glazier	\$20.82	\$2.71	\$23.53	Truck Driver - Medium	\$15.00	\$0.10	\$15.10
Grader/Scraper Operator	\$17.50	\$1.04	\$18.54	Truck Driver - Heavy	\$14.00	\$0.62	\$14.62
Heating Ventilation Air Conditioning	\$23.54	\$5.53	\$29.07	Truck Driver - Tractor Trailer	\$16.24	\$3.28	\$19.52

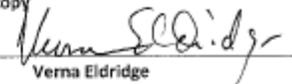
The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.
Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: B2-077-2016
Filing Date: July 14, 2016
Expiration Date: 12-31-2016

A true copy
Attest: 
Verna Eldridge
Wage & Hour Director
Bureau of Labor Standards

End of Section 00 73 46

01 00 00
General Requirements

1.1 SUMMARY OF WORK

- A. Contract Documents indicate the Work of the Contract and related provisions of the Project.
- B. This Project will be performed at Edmunds Consolidated School in Edmunds Township, Maine. The project will start August 22, 2016 and is scheduled for substantial completion on April 17, 2017, 2016. Final completion is required on or before May 1, 2017. The area of construction is in use as a school. The building will be unoccupied for summer vacation until September 7, 2016. It is anticipated that the construction schedule will extend beyond school opening. No structural work on the project is permitted while school is open. Upon approval by the School Principal roofing work may occur while school is open, provided all building occupants and visitors are kept safe at all times. In order to perform roofing work while school is open, the contractor shall submit, have approved by the School Principal, and follow a safety program that protects all building occupants and visitors from harm and provides clear separation between contractor's activities and school functions. Acceptable times to work on the project will be between 5:00 PM and 7:00 AM on days that the school is open, any weekend day, and any day during a school vacation. The contractor will be required to coordinate construction activities with the Owner's designated representative to insure that construction activities do not interfere with the Owner's operations and that safety protocols are maintained. If the contractor elects to work on the project during an evening or school vacation, all construction materials shall be secured in a place acceptable to the Owner when school is reopened.
- C. Base Bid work involves the removal of approximately 4600 s.f. of asphalt shingles, replacement with new architectural shingles and ice and water shield at eaves, replacement of rotten fascia, and adding new diverters; removal of approximately 5700 s.f. of fully adhered EDPM, partial removal of roof deck, sistering of existing roof joists, replacement of roof deck, tapered insulation, and replacement of fully adhered EDPM; removal of approximately 3900 s.f. standing seam metal roofing, partial removal of roof deck, sistering of existing roof joists, installation of new structural steel framing, replacement of roof deck, ice and water shield, and replacement of standing seam metal roofing and substrate as indicated. The following outline is provided to summarize the Work. The contractor shall include in his scope all incidental construction required to perform the entire scope of work indicated in the construction documents.
1. Structural
 - a. Remove and dispose of existing roof deck at locations indicated.
 - b. Reinforce dimension lumber joists as shown on drawings with new dimension lumber, composite lumber I-Joists, and laminated venier lumber.
 - c. Reestablish truss bearings where indicated with new structural steel framing.
 - d. Install new hold down fasteners
 - e. Restablish existing bridging removed during installation, and install new briging and bracing.
 - f. Replace areas of roof deck.
 2. Roofing
 - a. Remove and dispose of existing asphalt shingles, EPDM, and standing seam metal roofing where indicated.
 - b. Install new shingles, ice and water shield, tapered insulation, EDPM, and metal roofing.
 3. Miscellaneous

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General Requirements

- a. Remove existing HVAC ductwork and ceilings where they interfere with structural work.
 - b. Reinstall ductwork and ceilings after framing modifications are complete
 - c. Install gutters, diverters, and downspouts.
 - d. Install new exterior ceiling or soffit over new steel at entrance
- D. Work of this Contract includes coordinating the work with the daily operations of the Owner to avoid interference with the Owner's operations.

1.2 SCHEDULING AND PHASING OF WORK

- A. Substantial Completion: Work of the Contract must be Substantially Completed by November 21, 2016, with final completion by November 30, 2016.
- 1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.
- B. Building Operations: The area of the building where Work is indicated will be unoccupied until September 7, 2016. After that date, school will be in session and the contractor's operations will be limited to nights (5:00 PM to 7:00 AM), weekends, and school vacations. During the school year, there will be minimal area available for storage of materials or equipment on site. Any areas permitted for the contractor's use shall be made secure and maintained for the safety of the users of the building. The contractor will need to coordinate construction activities with the Owner's operations throughout the construction period.
- C. It will be the contractor's responsibility to protect the interior of the Area of Work from damage during construction due to weather or construction operations. Damaged items will require replacement in kind at the contractor's expense. This includes items scheduled for removal and reinstallation.
- D. Within five (5) working days following issuance of a Notice to Proceed, and notwithstanding any delay in execution of a formal Contract Agreement, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Construction Schedule, approved by the Owner, shall be submitted within five (5) working days from the receipt of review comments by the Architect and Owner.

1.3 CONTRACT SITE; USE OF PREMISES

- A. The Contract Site shall include the following:
- 1. Building roof areas and areas directly below roof areas where work is in progress.
 - 2. Areas assigned to the Contractor by the Owner for storage, staging and other temporary uses.

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General Requirements

- B. The Contractor shall have control of the Contract Site areas until September 7, 2016 and when scheduled work is ongoing after that date, until substantial completion of the project. After the start of the school year on September 7, 2016, the Contractor's control over the site area is relinquished at the start of the next school day. Work outside of Contract Site area shall be subject to the control the Owner.
- C. The Contractor shall be responsible for security on the Contract Site area untat times during his control as described above. The Contractor is responsible for leaving the project site free of any unsafe conditions and weathertight throughout the construction period.
- D. Smoking will not be permitted within the building.

1.4 COORDINATION

- A. Work of this Contract includes coordination of the entire Work of the Project.
- B. A building permit for this project will be obtained by the Contractor.
- C. Coordinate work with all utilities. Interruption of services shall be coordinated with the Owner's representative.
- D. Coordinate the work of equipment and material suppliers and subcontractors.
- E. Make arrangements for the timely delivery of materials and supplies to the job site and for their temporary storage on site.
- F. Maintain the project site in a neat condition.
- G. Assist the Engineer as required in the review of construction.
- H. Maintain up to date progress records and as-built drawings.

1.5 CONFLICTS

- A. Contractor shall notify Engineer in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Engineer's determination before proceeding.
- B. Conflicts that arise during construction shall be resolved by the Engineer.
- C. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Engineer.

1.6 SUBMITTALS

- A. Refer to Section 00 72 13, Standard General Conditions, Article 6, for requirements.
- B. The Contractor shall submit product data and shop drawings electronically by email to the Engineer for review. Reviewed submittals will be returned electronically by email.

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General Requirements

- C. Within ten (10) working days following issuance of a Notice to Proceed, the Contractor shall submit five (5) copies of a Schedule of Values indicating the cost of various materials and tasks anticipated for the project. The Contractor shall use this Schedule as the basis for monthly Applications for Payment.
- D. Within five (5) working days following issuance of a Notice to Proceed, the Contractor shall submit four (4) copies of a proposed Phasing and Progress Schedule (refer to Section 1.2D). The schedule will be reviewed by the Owner and the Architect. Comments will be provided within five (5) working days. Four (4) copies of a final Construction Schedule, with modifications in accordance with review comments, shall be submitted within five (5) working days of receiving review comments.
- E. At least one (1) week prior to sending of any submittal, the Contractor shall provide a submittal schedule, identifying the list of submittals with dates that each will be delivered to the Engineer. Refer to Section 00 72 13, Standard General Conditions, Article 6, for requirements.

1.7 QUALITY ASSURANCE; SUBSTITUTIONS

- A. Substitutions of materials without advanced approval of the Engineer will not be permitted.
- B. Proposed substitutions of materials or details shall be separated from submittals or, if included within the submittal, shall be clearly identified as substitution requests.
- C. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.

1.8 TEMPORARY FACILITIES

- A. The Owner will supply the following for the Contractor's use:
 - 1. Electrical Power: The Contractor may use the existing electrical service in the building. The Contractor will be responsible for any modifications, temporary services, cables and lighting fixtures necessary to use the provided power and for any damage to the existing electrical system caused by the Contractor.
 - 2. On-site parking space will be provided for the Contractor's equipment and three business vehicles.
 - 3. Potable water unless work of the contract makes it necessary to shot off water.
- B. The Contractor will provide:
 - 1. Temporary barricades as required to separate the Contract Site areas from the public.
 - 2. His own on-site office trailer if so required for the conduct of his business.
 - 3. His own on-site telephone if so required for the conduct of his business.
 - 4. Sanitary facilities assuming that it will not be feasible to use the existing toilet room during construction.
 - 5. Protected storage, if necessary.

1.9 PROTECTION AND RESTORATION

01 00 00
General Requirements

- A. The Owner will be responsible for moving all existing equipment, furnishings, supplies, etc. from the Contract Site.
- B. The Contractor shall be responsible for all damages to existing construction, including finished surfaces within the facility, caused by Work of Contract.
- C. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair major damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Engineer will determine if damages to lawns are minor or major.

1.10 CLEANING

- A. Throughout the construction period the Contractor shall be responsible for maintaining building and site areas affected by the Work in a standard of cleanliness.
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials.
 - 2. Completely remove all scrap, debris, waste material and other items not required for construction from the site at least once a week.
 - 3. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- B. Conduct daily inspection, more often if necessary, to verify that requirements for cleanliness are being satisfied.
- C. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
- D. Use only those cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.
- E. Upon completion of the Project:
 - 1. Broom clean paved areas and rake lawns adjacent to the Building and completely remove resultant debris.
 - 2. Visually inspect all exterior and interior surfaces and areas affected by the construction and remove all traces of soil, waste materials, foreign matter, etc. Hose down if necessary.

1.11 REMOVALS

- A. Materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
- B. Remove all debris, rubbish, surplus materials and equipment immediately from the Project Site and legally dispose of at Contractor's expense.
 - 1. Note: Do not assume that local landfill facilities will accept construction debris, even if paid for.

01 00 00
General Requirements

1.12 FINE CUTTING, PATCHING, FINISHING; GENERAL

- A. Perform removal and cutting work as required for the completion of work under this Contract.
- B. Removal and cutting shall be done in a manner to avoid damage to adjacent work that is to remain.

1.13 PROJECT CLOSEOUT

- A. Substantial Completion: The Engineer will conduct an Inspection of Substantial Completion when the Contractor submits the following:
 - 1. Confirmation that conditions of Substantial Completion (paragraph 1.2) have been satisfied.
 - 2. A list of remaining items of work to be completed or corrected.
- B. Substantial Completion Inspection Procedure: Upon receiving the Contractor's request for a Substantial Completion Inspection the Engineer will schedule an inspection of the Work to check and supplement the "punch list" as applicable and either 1) endorse and date the Request for Substantial Completion or 2) advise the Contractor of work remaining to be performed before an inspection of final completion and acceptance will be performed.
 - 1. In the event that the conditions outlined in paragraph 1.2.A are not satisfied in the opinion of the Architect, the Contractor will be advised of remaining work to be done before the Owner will use the facility. The Contractor shall proceed with to fulfill the requirements as soon as possible. Under no circumstances shall it be permitted for Substantial Completion to be delayed past July 31, 2015.
- C. Final Completion and Acceptance: The Engineer will conduct an Inspection of Final Completion and Acceptance when the Contractor submits the following:
 - 1. Final payment request
 - 2. Copies of warranties and guarantees as specified in the appropriate sections of the specifications
 - 3. Copy of Engineer's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Engineer.
- D. Final Completion and Acceptance Inspection Procedure: Upon receiving the Contractor's request for a Final Completion and Acceptance Inspection, the Engineer will schedule an inspection of the Work to reinspect the work. Upon completion of the reinspection the Engineer will either recommend final acceptance and final payment or advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary this procedure will be repeated as an additional inspection(s) until all work has been satisfactorily completed.
- E. Additional Inspections: The Engineer will conduct a total of two site visits for the purpose of inspecting for "Substantial Completion" and "Final Completion and Acceptance." Additional visits required by reason of prerequisites not completed, excessive "punch list" items and "punch list" items not properly corrected at visit for Final Completion, shall be reimbursed to the Engineer by the Contractor at Engineer's standard billing rates for personnel involved.

1.14 ACBM (ASBESTOS CONTAINING BUILDING MAT'LS) NOT ALLOWED

01 00 00
General Requirements

- A. Materials containing asbestos in any manner or quantity are not allowed on this Project. If such materials are installed they shall be removed and replaced at no additional cost to the Owner.

END OF SECTION

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Selective Structure Demolition

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
- B. Related Sections include the following:
 - 1. Section 01 00 00 “General Requirements” for use of premises, phasing, disposal of demolished materials and Owner-occupancy requirements and for cutting and patching procedures.
 - 2. Section 07 61 13 - “Standing Seam Sheet Metal Roofing”.

1.2 CODES, REGULATIONS AND STANDARDS

- A. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local codes, regulations and standards pertaining to work practices, hauling, disposal, protection of workers and visitors to the site, and persons occupying areas adjacent to the site. This includes modification of procedures to comply with changes to codes, regulations and standards which occur during the work of this contract. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and Owner's Representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of himself, his employees or his subcontractors.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully

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Selective Structure Demolition

remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.5 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor and maintain temporary shoring, support and protection systems capable of supporting the following:
 - 1. Existing structure
 - 2. Existing ceiling and ceiling mounted lighting fixtures and their attached electrical supply wiring.
 - 3. Construction loads
 - 4. Weight of demolition debris
- B. Install temporary shoring, support and protection systems without damaging existing buildings, pavements and other improvements adjacent to demolition area.

1.6 SUBMITTALS

- A. Shop Drawings for Information: If existing conditions are encountered in the progress of the work that require temporary support, a plan may be requested from the Contractor to address the means of support before proceeding. That plan shall be prepared by or under the supervision of a qualified professional engineer for temporary shoring, support and protection systems.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.8 PRODUCT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition areas. Conduct selective demolition so Owner's operations will not be disrupted.
 - 1. Comply with requirements in Section 01 00 00 - "General Requirements."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Asbestos containing roofing materials, as described in Section 07 53 23 - "Elastomeric Membrane Roofing", are to be removed by the contractor performing that portion of the work.

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Selective Structure Demolition

2. If other materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Owner will remove hazardous materials under a separate contract.
 3. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.
- 1.9 WARRANTY
- A. Warranties are not a factor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.
- E. Contact the Project Engineer if during the course of demolition work there is concern that any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: It is the responsibility of the Contractor to maintain services/systems during construction as required for his daily operations. The Owner will not be conducting operations within the contract area during the contract period.
- B. Service/System Requirements: Locate, identify, disconnect and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

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Selective Structure Demolition

2. Arrange to shut off indicated utilities with utility companies.
3. If services/systems are required to be removed, relocated or abandoned, before proceeding with selective demolition provide temporary services/systems to bypass area of selective demolition and to maintain continuity of services/systems to other parts of building.
4. Cut off pipe or conduit in roof decks and walls to be removed. Cap, valve or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire roof deck or wall is to be removed, existing services/systems may be removed with removal of the deck/wall.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways and other adjacent occupied and used facilities.
 1. Comply with requirements for access and protection specified in Section 01 00 00 - "General Requirements."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors and other existing finish work that are to remain or that are exposed during selective demolition operations.
- C. Temporary Shoring: Provide and maintain shoring, bracing and structural supports as required to preserve stability and prevent movement, settlement or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMILITION; GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 2. Maintain adequate ventilation when using cutting torches.
 3. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting framing.
 5. Dispose of demolished items and materials promptly.

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Selective Structure Demolition

- B. The demolition and removal of all mechanical and electrical components is part of the work of the General Contractor.
 - 1. The Mechanical Subcontractor shall oversee the extent of the mechanical removals and provide direction to the General Contractor as to the extent of the removals. The Mechanical Subcontractor shall provide any necessary caps, valves, plugs, rerouting of piping and services that are to be maintained during the demolition and removals process or as part of any Phasing.
 - 2. The Electrical Subcontractor shall oversee the extent of the electrical removals and provide direction to the General Contractor as to the extent of the removals. The Electrical Subcontractor shall disconnect all power to demolition areas prior to demolition and removals, provide any necessary junction boxes, re-route electrical utilities as required for new work or as part of Phasing.

- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area on-site.
 - 5. Protect Items from damage during transport and storage.

- D. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports and miscellaneous materials necessary to make item functional for use indicated.

- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION

- A. Roof Deck:
 - 1. Proceed with roof deck demolition systematically. Do not damage supporting framing or wall construction to remain in place.
 - 2. Demolish in controlled sections in order to prevent damage to surfaces below and to supporting beams, columns, and masonry walls that are to remain.

- B. Roofing: Remove only as much roofing as required to perform roof deck replacement as indicated and as required to install new flashings. Cut edges in straight lines for resealing. Protect adjacent roofing surfaces to remain. Protect spaces below from damage due to precipitation. Seal all roof openings before leaving the project at the end of the work day.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

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Selective Structure Demolition

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of the in an EPA approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Comply with requirements specified in Division 01 Section "General Requirements."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

06 10 00
Rough Carpentry

PART 1 -GENERAL

1.1 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials, and equipment necessary to complete the work of this Section and, without limiting the generality thereof, furnish and include the following:
1. Furnishing and installing all rough carpentry, including miscellaneous blocking, shims, furring, framing, framing anchors, proprietary connectors, and fasteners.
 2. Furnishing and installing sheathing panels as indicated or required to complete the work.
 3. Any other items of carpentry necessary to complete work properly.

1.2 QUALITY ASSURANCE; SUBMITTALS

- A. Each piece of framing lumber and each board shall comply with the American Softwood Lumber Standard, PS 20-10 by the National Institute of Standards and Technology.
- B. Each piece of framing lumber shall be identified by the grade-mark of a recognized association or independent inspection agency. Such association or independent inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, Washington, D.C. to grade the species.
- C. Submit product literature for manufactured items including, but not limited to, proprietary framing connectors and engineered wood products.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Transport and store all materials to insure proper drainage, ventilation and protection from the elements. During installation handle all materials to prevent damage.

PART 2 - PRODUCTS

2.1 LUMBER

- A. Lumber shall conform to Product Standard 20-15 (American Softwood Lumber Standard). Lumber shall bear the grade and trademark of the Association under whose rules it is produced and a mark of mill identification.
- B. Protect all lumber and keep dry, both in transit and at the jobsite.
- C. All lumber shall be well-seasoned and contain not more than 19% moisture content (marked "S-Dry").
- D. All 2" nominal framing lumber unless otherwise noted, shall be #2 Spruce-Pine-Fir or better grade graded under NLGA rules and shall have the following minimum allowable stresses:
1. Extreme fiber in bending, $F_b = 875$ psi.
 2. Tension parallel to grain, $F_t = 425$ psi.
 3. Compression parallel to grain, $F_c = 1150$ psi.
 4. Shear $F_v = 135$ psi.

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Rough Carpentry

5. Modulus of elasticity, E = 1,400,000 psi.

2.2 SHEATHING PANELS

- A. Each panel shall be identified with appropriate American Plywood Association grade-trademark, showing panel type, span rating, thickness, veneer grade, species group member, edge detail (where applicable) and exposure rating.
- B. Each panel shall meet requirements of U.S. Product Standard PS 1 for Construction and Industrial Plywood, or APA Performance Standards where applicable. Panels shall be square-edged except as otherwise noted.
- C. Where indicated, provide APA Rated Sheathing. Panels used as soffit and roof sheathing, shall be APA Rated Sheathing type construction panels. Provide Exposure 1, with minimum span rating 40/20.
 - 1. Where new roof sheathing is to be installed abutting existing roof sheathing, provide thickness to match existing, adjacent roof sheathing. For bidding purposes, assume 1 inch thickness.
- D. All plywood ½” or thicker shall have a minimum 5 plies.

2.3 ENGINEERED LUMBER

- A. Laminated Veneer Lumber (LVL) - Provide all members from one manufacturer. The basis of design is Boise Cascade Versa-Lam 2.0 3100. Equal products shall have the following minimum allowable stresses:
 - 1. Flexure: 3100 psi.
 - 2. Shear: 285 psi.
 - 3. Tension Parallel to Grain: 2150 psi.
 - 4. Compression Parallel to Grain: 3000 psi.
 - 5. Compression Perpendicular to Grain: 750 psi.
 - 6. Modulus of Elasticity: 2000 ksi.
- B. I-Joists – 11-7/8 inches deep, 4500s 1.8 joists from Boise Cascade are specified. All products shall be provided by the same manufacturer. Equal products shall have the following minimum properties:
 - 1. Allowable Moment: 3025 ft-lbs.
 - 2. Allowable Shear: 1625 lbs.
 - 3. Modulus of Elasticity times Moment of Inertia (EI): 260,000 k-in².
 - 4. Shear Deformation Coefficient (K): 6000 kips.
- C. Rim Board: Non-structural member providing lateral stability at joist ends with depth equal to joists. Provide thickness as specified with capacity to support vertical loads applied from above while uniformly supported as follows:
 - 1. Uniform Load: 4400 lbs./ft.
 - 2. Concentrated Load: 3500 lbs.

2.4 FASTENERS

06 10 00
Rough Carpentry

- A. Provide fasteners of size and type indicated that comply with requirements specified.
 - 1. Where rough carpentry is exposed to weather, in contact with pressure-treated wood, or where indicated, provide fasteners hot-dip zinc coating complying with ASTM A153.
- C. Nails: ASTM F1667. Provide galvanized nails when exposed to exterior conditions.
- D. Bolts: ASTM A 307, Grade A with ASTM A563 hex nuts and flat washers.
- E. Lag Screws: ASME B18.2.1.
- F. Wood Screws: ASME B18.6.1
- G. Power-Driven Fasteners: NES NER-272.
- H. TimberLok Screws: Structural wood screw from FastenMaster.

2.5 METAL FRAMING CONNECTORS

- A. Basis-of-Design Products: Drawings specify products by Simpson Strong-Tie. Provide specified products or equal products with documented code acceptance from one of the following:
 - 1. Alpine Engineered Products, Inc.
 - 2. Cleveland Steel Specialty Co.
 - 3. USP Structural Connectors.
- B. Allowable Design Loads: Provide products with allowable design loads, as substantiated by the International Code Council Evaluation Reports, that meet or exceed products specified.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Accurately and properly fit and brace all work and secure in position and direction. Framing, studding and blocking shall be as directed on the drawings or as required by the work. Cooperate with all other trades as required.
- B. Wood construction practices shall conform to recommendations of the National Design Specifications for Wood Construction, and of the Timber Construction Manual of the American Institute of Timber Construction, current editions.
- C. Framing Standard: Except as otherwise indicated, comply with the American Wood Council "Wood Frame Construction Manual".
- D. Fasteners shall be used in accordance with table 2304.9.1 from the 2009 edition of the International Building Code.
- E. Fasten engineered lumber framing members in accordance with manufacturer's recommendations. Refer to manufacturer's standard detailing for maximum fastener sizes and minimum spacings.

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Rough Carpentry

1. Provide filler blocking at I-joist webs where nailing to a flush surface is required.
2. In addition to hurricane ties indicated, fasten I-joist flanges to supports with 1 10d nail at each side of the web unless otherwise indicated.

F. Install TimberLOK screws in accordance with the manufacturer's installation instructions.

3.2 GENERAL FRAMING

- A. All members are to be installed as shown on the drawings.
- B. No cutting of holes or notches in framing for pipe, conduit or other reasons will be allowed unless as detailed on the drawings or otherwise approved.
- C. Install engineered wood products in accordance with manufacturer's written instructions.
- D. Install proprietary metal framing connectors in accordance with the manufacturer's specifications. Use all specified fasteners unless otherwise indicated.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- G. Use common wire nails unless otherwise indicated. Locate nails to avoid splitting wood. Locate nails in engineered lumber in accordance with manufacturer's recommendations.

3.3 SHEATHING INSTALLATION

- A. Panels shall be installed with face-grain perpendicular to supports and be continuous over a minimum of two spans except as otherwise indicated.
- B. End joints of sheets shall be staggered so that joints are not continuous along a support.
- C. Fasten sheathing panels to supports with 12d nails for 1 inch thickness sheathing, 10d nails for $\frac{3}{4}$ or $\frac{5}{8}$ inch thickness sheathing, and 8d nails for $\frac{1}{2}$ inch thickness sheathing, spaced as indicated, but not less than the following:
 1. Supported Panel Edges – 6 inches on center.
 2. Intermediate Supports – 12 inches on center.

3.4 CLEAN-UP

- A. Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work.
 1. At the end of each working day, or more often if necessary, remove accumulation of sawdust, cut-ends, and other debris to proper storage areas for disposal.
 2. Upon completion of this portion of the work, thoroughly clean up the area.

END OF SECTION

SECTION 07 53 23
ROOFING AND FLASHING

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. Fully adhered EPDM sheet roofing, tapered and flat roof insulation, standing seam metal roofing, high temperature Grace Ultra self-adhering roof underlayment, gutters, downspouts, elastomeric flashing, fiberglass shingles, Ice & Water Shield, ridge vents, wood nailers and shop formed edge strips.

1.02 CODES, REGULATIONS AND STANDARDS

A. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local codes, regulations and standards pertaining to work practices, hauling, disposal, protection of workers and visitors to the site, and persons occupying areas adjacent to the site. This includes modification of procedures to comply with changes to codes, regulations and standards which occur during the work of this contract. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and Owner's Representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of himself, his employees or his subcontractors.

1.03 QUALITY ASSURANCE

A. Roofing contractor to be approved in writing by the membrane manufacturer. Contractor shall be able to substantiate that he has been trained by the membrane manufacturer.

B. Roofing and flashing workmanship to comply with industry standards. The National Roofing Contractors Association's (NRCA) **ROOFING AND WATERPROOFING MANUAL** along with **ARCHITECTURAL SHEET METAL MANUAL** as published by Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) will be used to establish industry standards.

1.04 SUBMITTALS

A. Sample twenty (20) year total system warranty for the EPDM membrane. **Warranty shall include wind speeds up to 72 miles per hour. The standard 55 MPH is not acceptable for this job.**

B. Sample forty (40) year shingle warranty.

C. Current EPDM membrane manufacturer's application specifications.

D. Shop drawings of the standing seam metal roofing.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials in their original, unopened containers, clearly labeled with manufacturer's name. All material to be stored in waterproof trailers or sheds, up on raised platforms and under lock and key until use. Do not use materials damaged in handling or storage. Replace damaged material with new material. Store adhesives between 60 and 80 degrees F. Should they be exposed to lower temperatures, restore to room temperature for three to five days prior to use.

1.06 WARRANTY

- A. A twenty (20) year total system warranty shall be issued by the EPDM membrane manufacturer. **Warranty shall include wind speed up to 72 MPH.**
- B. The roofing contractor shall furnish the Owner with his personal five (5) year watertight warranty for the standing seam metal roofing.
- C. Furnish the Owner with a forty (40) year warranty issued by the shingle manufacturer.

PART 2 PRODUCTS

2.01 ROOF INSULATION

- A. Roof insulation to be polyisocyanurate closed-cell foam core with manufacturer's standard facing laminated to both sides, complying with FS HH-I-1972/2, Class 1. Roof insulation to be ISO 95+ by Firestone, H-Shield by Hunter Panels or approved equal.
- B. Over all foam insulation, install one layer of 1/2" high density polyisocyanurate roof insulation.

2.02 MEMBRANE ROOF SYSTEM

- A. Membrane roofing to be fully adhered 0.060" EPDM sheet roofing furnished by Firestone, Johns Manville, Carlisle or Versico. Roof membrane to be fully adhered to the 1/2" high density polyisocyanurate roof insulation.
- B. Use the roof membrane for flashing of curbs and walls per the manufacturer's standard details. Use reinforced EPDM anchor strips to avoid splice joints at walls and edges.
- C. Adhesives, sealants, thinner, cleaner and accessories to be furnished by the membrane manufacturer.
- D. **Six inch (6") wide seam tape will be required for all field seams.**

2.03 METAL ROOFING, FLASHING AND TRIM

- A. Standing seam metal roofing to be formed from 24" wide coils of 24 gauge Galvalume coated steel. Seams to be double locked, 1-1/2" high and secured to the deck with cleats made of 24 gauge Galvalume coated steel. Caulk the seams using Vulkem 116 by Mameco or approved equal. Fabricate edge strips and other metal flashings using the same metal used to fabricate the standing seam panels.

2.04 METAL ROOF UNDERLAYMENT

- A. Underlayment to be high temperature Grace Ultra self-adhering roof underlayment. Slip sheet to be red rosin sheathing paper.

2.05 SHINGLES AND UNDERLAYMENT

- A. The eaves of the roof to receive two courses of Ice and Water Shield (approx. 5'-6"). Self-Adhering Sheet Membrane Roof Underlayment: Provide Grace Ice and Water Shield by Grace Construction Products with the following characteristics:

1. Material: Cold applied, self adhering membrane composed of a high strength polyethylene film coated on one side with a layer of rubberized asphalt adhesive

and interwound with a disposable release sheet. An embossed, slip resistant surface is provided on the polyethylene.

2. Color: Gray-black.
3. Membrane Thickness: 40 mil (1.02 mm) ASTM D3767 procedure A (Section 9.1).
4. Tensile Strength, Membrane: 250 psi (1720 kN/m²) ASTM D412 (Die C modified).
5. Elongation, Membrane: 250% ASTM D412 (Die C modified).
6. Low Temperature Flexibility: Unaffected @ -20°F (-29°C) ASTM D1970.

B. Balance of roof to receive one layer of synthetic underlayment equivalent to Roof Top Guard II.

C. New shingles to be CertainTeed Landmark Pro or equal by GAF. Color to be selected by the Owner from the manufacturer's standard colors.

2.06 METAL FLASHING

A. Edge strips at EPDM roofs to be formed using 24 gauge Galvalume coated steel.

Concealed clips to be formed using 24 gauge Galvalume coated steel.

B. Metal drip edge at shingle roofs to be 6" wide 0.032" mill finish aluminum.

C. Step base flashing to be formed using 0.032" mill finish aluminum. Each step flashing to be 9" long with a 6" vertical leg and a 4" horizontal leg

D. New cap flashing to be formed using 16 ounce lead coated copper.

2.07 WOOD NAILERS AND BLOCKING

A. All wood nailers and blocking shall be #2 or better kiln dried spruce, fir or pine. Plywood to be exterior type.

2.08 FASTENERS

A. Use annular-ring hot dipped galvanized nails by the W.H. Maze Co. on the shingles and metal flashings.

B. Use fasteners recommended by the membrane manufacturer to secure anchor bars and termination bars.

C. Wood nailers to be secured using annular-ring hot dipped galvanized nails, galvanized drywall screws, #14-10 Heavy Duty Roofing Fasteners, carriage bolts or expansion anchors.

D. Fasteners used to secure roof insulation to the wood deck to be #14-10 Heavy Duty Roofing Fasteners with CR-10 coating, a minimum shank diameter of 0.170" and a thread diameter of 0.125". Pressure plates to be 3" diameter Galvalume plates. Screws and plates to be manufactured by Olympic Fasteners or approved equal. Length, size and accessories to be as required by the EPDM membrane manufacturer selected.

E. Adhere the cover board to the roof insulation using low-rise foam supplied or approved by the EPDM manufacturer.

2.09 SNOW GUARDS

A. Snow guards to be the two pipe ASG4000G system by Alpine (a division of Vermont Slate & Copper Services, Inc.). The ground design snow load for Edmunds, Maine, is 60 pounds per square foot. Snow guards and pipes to be mill finish aluminum.

2.10 RIDGE VENTS

A. Ridge vents to be ShingleVent II by Air Vent Inc. having a net free area of 18 square inches per lineal foot.

2.11 GUTTERS AND DOWNSPOUTS

A. Fabricate new gutters and downspouts using 24 gauge Galvalume coated steel to match the new metal roofing. Gutter spacers and brackets to be fabricated using hot dipped galvanized 1x1/4 flat bar.

PART 3 EXECUTION

3.01 PREPARATION OF SURFACES

A. Completely remove existing EPDM roofing, roof insulation, shingles, metal roofing, sheathing paper, base flashing, edge strips and vent flashings. Promptly remove from site and dispose of properly.

B. Surfaces on which the roofing system is to be applied shall be clean, smooth, dry, free of fins, rot, sharp edges, loose and foreign materials, oil and grease.

C. There are three areas on building that have been leaking for years. All three areas are where the rake of a gable end terminates to a roof. Cut out a section of the rake overhang and install new flashing, roofing and trim as shown on attached drawings.

3.02 ROOF INSULATION

A. Insulation shall be tightly butted with joints not more than 1/8" in width. Stagger joints with those in layer below.

B. Fasten insulation to the roof deck with the appropriate screws and plates. Fastener quantity and layout must meet the requirements of the EPDM manufacturer to obtain their 72 MPH wind speed warranty. Secure cover board to the roof insulation using low-rise foam.

C. Stagger joints in one direction for each course. For multiple layers, stagger joints in both directions between courses, leaving no gaps and allowing a complete thermal envelope to be formed.

D. Provide tapered units to suit drainage pattern indicated.

E. Do not install more insulation in a day than can be covered with membrane before end of day or before start of inclement weather.

3.03 ROOF MEMBRANE

A. Adhere the 0.060" EPDM membrane to the 1/2" high density polyisocyanurate in strict accordance with the manufacturer's specifications.

B. Six inch (6") wide seam tape will be required for all field seams.

3.04 FLASHING - - WALLS, PARAPETS, CURBS AND VENTS

A. Remove all existing flashing.

B. Use the longest pieces of material which are practical. All flashing and terminations shall be done in accordance with the applicable manufacturer's details.

C. Care must be taken to set the elastomeric flashing so it does not bridge where there is a change of direction (i.e. where a parapet meets the roof deck). This can be accomplished by creasing the membrane into the angle change prior to adhering up the wall. Excess bridging will

be cause for rejection and will be re-done at the contractor's expense.

D. Install termination bars at the top of all base flashing, fastening a minimum of 6" on center.

E. Raise existing curb height as necessary to obtain a minimum of 8" high flashing.

3.05 METAL ROOFING AND FLASHING

A. Seams to be double locked, 1-1/2" high and secured to the deck with cleats made of 24 gauge Galvalume coated steel. Install clips at 12" on center and secure with two annular ring nails per clip. Caulk the entire length of all seams.

B. Fabricate edge strips and other metal flashings using the same metal used to fabricate the standing seam panels. Face of edge strips to be secured with gasketed fasteners through slotted holes at 18" on center. Nail top flange with annular-ring nails, three inches (3") on center.

C. Submit flashing details of all proposed flashing conditions.

3.06 GUTTERS AND DOWNSPOUTS

A. Secure gutter brackets at 3'-0" on center to wood nailer with two annular-ring nails per bracket. Nail top flange of gutter with annular-ring nails, three inches (3") on center. Bolt spacers at 3'-0" on center (spaced alternately with brackets) to stiffening bead with 1/4" stainless steel bolts and fasten to wood blocking with annular-ring nails.

B. Furnish and install new downspouts and elbows.

3.07 EDGE STRIPS

A. Bottom edge of edge strips to be secured with continuous cleats. Nail top flange with annular-ring nails, three inches (3") on center. Strip top flange with 6" pressure sensitive flashing.

3.08 CAP FLASHING

A. Remove existing siding as necessary to install new cap flashing. Reinstall existing siding.

3.09 WOOD NAILERS AND BLOCKING

A. Securely fasten new wood nailers to structural members so as to resist a force of 200 pounds per lineal foot in any direction.

3.10 SNOW GUARDS

A. Install two pipe snow guards in strict accordance with the manufacturer's printed instructions.

3.11 SHINGLES AND UNDERLAYMENT

A. Install two three (3) foot strips of Ice and Water Shield at all eaves.

B. Shingles to be installed in strict accordance with the manufacturer's printed instructions. Secure each shingle with six nails. Install CertainTeed starter shingles along all eaves and rakes.

3.12 TEMPORARY WATER CUT-OFF

A. Temporary water cut-offs are to be constructed at the end of each working day to protect the insulation, roofing, building and building interior from damage due to wind, snow and rain.

B. Temporary water cut-offs are to be detailed by the contractor and approved by the manufacturer and Owner.

3.13 CLEAN UP

- A. Site clean-up shall be complete and to the satisfaction of the Owner.
- B. All roofs, building, landscape and parking areas shall be cleaned of all trash, debris and dirt caused by or associated with this work.
- C. Any areas stained, dirtied, discolored or otherwise damaged due to this work shall be cleaned, restored and replaced as required.
- D. All debris shall be removed from the premises promptly and the construction area left clean daily.

3.14 INSPECTION AND TESTING

THE OWNER RESERVES THE RIGHT TO INSPECT AND TEST ALL CONSTRUCTION OPERATIONS AND MATERIALS.

- A. Any defect or noncompliance discovered by inspection shall be reported to the contractor who shall promptly remove any defective material from the site.
- B. The Owner reserves the right to inspect the work or parts of it as he chooses. His failure to inspect the work in progress shall not relieve the contractor of the responsibility for properly executing the contracted work nor shall it impair the Owner's right to reject deficiencies he may subsequently discover.

3.15 DIMENSIONS AND QUANTITIES

- A. The roof plan was compiled from various sources and may not reflect the conditions at the time of construction.
- B. It is the contractor's responsibility to verify all dimensions prior to bidding.

PART 4 JOB CONDITIONS

- A. Roofing to be applied in dry weather.
- B. Completed roof areas shall not be trafficked. The work shall be coordinated to prevent this situation by working toward the roof edges.
- C. This project is subject to compliance with all requirements of the Occupational Safety and Health Administration (OSHA). All work on this project must meet the requirements of all applicable state and local codes, laws and ordinances.

END OF SECTION